

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE: \* CASE NUMBER: 07-0167 ESL  
\*  
EILYN MARTINEZ SANCHEZ \*  
\*  
Debtor(s) \* CHAPTER 13 (ASSET CASE)

\*\*\*\*\*

EILYN MARTINEZ SANCHEZ \* ADV. PRO. NO. 2009-00238  
\*  
Plaintiff's \*

vs. \* WILLFUL VIOLATION OF THE  
AUTOMATIC STAY

BPPR; \*  
JOHN DOE & RICHARD ROE; \*  
INSURANCE COMPANIES X, Y \*  
and/or Z \*

Defendants \*

\*\*\*\*\*

ALEJANDRO OLIVERAS RIVERA \*

Chapter 13 Trustee \*

\*\*\*\*\*

**MOTION VOLUNTARY DISMISSAL WITH PREJUDICE**

An agreement was made on this 21st, day of July, 2010,  
by BPPR and plaintiff EILYN MARTINEZ SANCHEZ.

**RECITAL**

Whereas, on November 23rd, 2009, plaintiff filed the Complaint  
in the above captioned adversary proceeding against BPPR for  
alleged willful violations of the automatic stay.

**NOW THEREFORE,** in consideration of the mutual covenants and undertaking set forth herein and intending to be legally bound hereby, BPPR and plaintiff agree as follow:

1. This agreement shall not be construed as an admission of wrongdoing or liability in connection with any of the parties here involved.

2. That in consideration, to indemnify Plaintiff's inconveniences and litigation costs, BPPR have agreed to satisfy the plaintiff with an undisclosed amount as per confidential agreement, which for purposes of this agreement is listed as \$1.00 dollar.

3. The plaintiff's agrees to withdraw with prejudice the Complaint and all allegations against BPPR and all co-defendants, contained in the Complaint and hereby releases BPPR, of and from all causes of action, damages, liabilities, expenses and cost whatsoever arising by reason of the events that prompted the present Complaint, whether here before or hereafter accruing and whether now known or not known to the parties hereto.

4. This agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties, and it will be binding even upon confirmation, conversion of dismissal.

5. The parties in this adversary proceeding respectfully submit that pursuant to Fed R Bankr P 2002(a), an objection period of twenty one (21) days after the date of service of this Motion is sufficient, and that an Order Compromising Controversy and Approving Settlement Terms should be automatically entered unless a hearing is requested and a formal objection is filed in this proceeding with the Clerk's Office of the United State Bankruptcy Court, and a copy is delivered to the undersigned counsel for the plaintiff.

6. The parties in this adversary proceeding submit that service of this Motion upon the Creditor and the Master Address List is sufficient to comply with all notice requirements.

7. The parties in this adversary submit that all costs should be taxed against the party that bore them, if not otherwise agreed in this motion.

8. The appearing parties acknowledge that they have read and understand this agreement, and hereby agree to abide by its terms, and that the terms of this agreement will be binding upon the signature of the agreement even upon confirmation, conversion or dismissal of the bankruptcy case.

9. Twenty days after the signature of the agreement, BPPR will make the payments accordingly.

10. This Honorable Court will retain jurisdiction to enforce the terms of this stipulation and to enter any other orders deemed appropriate.

**WHEREFORE**, the appearing parties hereby request the withdrawal with prejudice of the complaint with no imposition of costs or attorney's fees.

In San Juan, Puerto Rico, this 23 day of July, 2010.

**RESPECTFULLY SUBMITTED.**

**/s/ Marilyn Valdes Ortega**  
**MARILYN VALDES ORTEGA**  
USDC PR 214711  
P.O. Box 19559  
San Juan, PR 00919-5596  
Tel. (787) 758-4400  
Fax. (787) 763-0144  
E-mail: valdeslaw@prtc.net

**/s/ Vanessa M. Torres Quiñones**  
USDC PR **217401**  
PO BOX 192938  
SAN JUAN, PR 00919-2938  
787 767-8244  
Fax : 787 767-1183  
Email: vtorres@martineztorreslaw.com



MARTINEZ SANCHEZ EILYN MARIA  
COND VILLAS DE PARKVILLE I  
AF-PH2 BOX 30  
GUAYNABO PR 00969

FIRST USA  
CARD MEMBER SERVICE  
PO BOX 94014  
PALATINE IL 60094-4014

MARILYN VALDES ORTEGA LAW OFFICES  
PO BOX 195596  
SAN JUAN PR 00919-5596

GE MONEY BANK  
PO BOX 960001  
ORLANDO FL 32896-0001

AMERICAN EXPRESS  
PO BOX 1270  
NEWARK NJ 07101-1270

HOME DEPOT  
PO BOX 630268  
DES MOINES IA 50364-9100

BANCO BILBAO VIZCAYA  
PO BOX 364745  
SAN JUAN PR 00936-4745

INTERNAL REVENUE SERVICE  
MERCANTIL PLAZA BLDG  
ROOM 1014  
SAN JUAN PR 00918

BANCO POPULAR DE PUERTO RICO  
PO BOX 362708  
SAN JUAN PR 00936-2708

MUEBLERIAS BERRIOS  
PO BOX 674  
CIDRA PR 00739

CHASE  
CARD MEMBER SERVICE  
PO BOX 94014  
PALATINE IL 60094-4014

OLD NAVY  
PO BOX 530942  
ATLANTA GA 30353-0942

CRIM  
372 AVE ROTARIO  
SUITE 110 B  
ARECIBO PR 00612

SAM'S CLUB  
PO BOX 530942  
ATLANTA GA 30353-0942

DEPARTAMENTO DE HACIENDA  
PO BOX 9024140  
OFICINA 424 B  
SAN JUAN PR 00902

SEARS CREDIT CARDS  
PO BOX 183114  
COLUMBUS OH 43218-3114

DEPARTAMENTO DEL TRABAJO  
AVE MUÑOZ RIVERA 505  
HATO REY PR 00918

VAPR FEDERAL CREDIT UNION  
PO BOX 33017  
VETERAN PLAZA STATION  
SAN JUAN PR 00933-0017

FEDERAL LITIGATION DEPT OF JUSTICE  
PO BOX 9020192  
SAN JUAN PR 00902-0192

WFNNB-MARIANNE  
PO BOX 659705  
SAN ANTONIO TX 78265-9705